Provision of Call Center Services

for

eKhata Citizen HelpDesk

Bruhat Bengaluru Mahanagara Palike

Request for Proposal

Tender reference number: BBMP/2024-25/SE1192

Calendar of Events

Start date & time of Bid and Bid Validity Period (in days)	31-12-2024 onwards 90 days
Last Date & Time for Tender Queries/Clarification	08-01-2025 16:30 Hours
Pre bid meeting date and venue	08-01-2025 17:00 Hours Venue: Office of special Commissioner (Revenue and IT), 1st floor, BBMP head Office, N R square, Bengaluru-560002
Last Date & Time for Receipt of Tender	15-01-2025 17:00 Hours
Date & Time for Opening of Technical Bid	16-01-2025 17:10 Hours
Date & Time for Opening of Financial Bid of Technically Qualified Bidders	Immediately after Technical Evaluation is done & Proceedings thereof is uploaded on the eProcurement Portal

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1 Introduction

Bruhat Bengaluru Mahanagara Palike has about 22 Lakh Properties or Khatas which were hitherto maintained in manual registers in 64 ARO offices and every citizen had to physically approach these ARO offices for all Khata related services.

Shri D K Shivakumar, Hon'ble Deputy Chief Minister and Bengaluru Development Incharge Minister through his vision and leadership called upon the BBMP to scan and digitize all the existing 22 Lakh Khatas or Property Records and switch to a digital system. As per his vision all the 22 Lakh properties have been digitized and released ONLINE @ https://BBMPeAasthi.karnataka.gov.in wherein the citizen can download their Draft eKhatas and fill up ONLINE additional information of (i) Owner Aadhaar Number (ii) Property Tax SAS (fetches property tax data electronically from the Property Tax System) (iii) Sale/Registered Deed Number of the Property (fetched electronically from the Sub-Registrar KAVERI software) (iv) BESCOM Ac ID (optional for vacant plots) (v) Property's Photograph; and on-the-fly generate FINAL eKhata in case the submitted information matches with the existing and digitized BBMP records of the Property. In case of missing information or information mismatch, the case is referred to the ARO for examination and decision.

The Contactless, Faceless & ONLINE system is live since 1.10.2024 and about 75000 citizens have submitted their information online and about 70000 have been issued FINAL eKhata. Daily almost 5000 citizen applications are coming and need to be disposed. It is expected that in coming days the receipt of applications will increase manifold as BBMP is taking up eKhata issuance drive.

As the eKhata system is a new one and empowers the citizens to themselves fill up information and download their FINAL eKhata, there is a steep learning curve for both the citizens and BBMP employees. Hence a professionally run Call Centre which records each and every call and follows up until it is disposed needs to be set-up to give hassle free eKhata issuance to the Citizens. This will bring much needed accountability and transparency in the system and service delivery to the citizens and also strengthen the BBMP.

Some of the key benefits envisaged from Call Centre are listed below:

a. Timely access to Information & everything about eKhata
b. Local language capability
c. Grievance handling
d. Provide service tracking information
e. Call reminders to Designated Officers for disposition of pending eKhata applications and grievances
f. Feedback Management from Citizens as regards their complaints/grievances & opening of tickets in case the complaint/issue is not solved or eKhata is not issued.

2 Scope of Work

2.1 Overview

a) Establishment of a Call Centre with latest state of the art technology with
   a. Multilingual Customer Support Representatives (Kannada and English)
   b. Enquiry of registration
   c. Self-Help Interactive Voice Response System.
   d. Computer Telephony Integration (CTI)
   e. 100% Voice Recording (for quality and training purposes)
   f. eKhata related all services such as queries, information, applications for eKhata, follow up on pending eKhata etc
   g. eKhata application Overdue reminder calls to respective designated officers including usage of Sahaya and other Grievance Software of the BBMP
   h. Citizen feedback & responses from Citizens about their eKhata requests

b) Number of seats are planned initially at "15" (fifteen) to start with and may be increased up to 30 (thirty) or reduced to 5 seats as per call traffic and requirements. Agency cannot increase number of seats without taking a written approval from the BBMP. BBMP reserves the right to increase or decrease the number of seats depending upon the traffic pattern.

c) The Centre shall operate from Monday to Saturday i.e., (9AM to 6 PM). The timings can be altered according to the requirement from time to time.

d) The agency shall hire, train, pay for and manage the personnel required for addressing the call Centre requirements specified in this RFP

e) Call Centre shall provide individual call records from service provider to BBMP on monthly basis.

f) End of Every month Call - Centre shall submit the call Analysis Report to BBMP (as prescribed by the BBMP) & End of Every financial year Call Centre shall submit yearly report.

g) The BBMP may ask other grievances of citizens with respect to other services of BBMP to be handled by this Call Centre.

h) The following specific cost items shall be included in the bid price quoted by the agency:
   a. Cost of renting telephone lines
   b. Establishment of the call Centre set-up
   c. Equipments installed within the call Centre
   d. Operation and maintenance of call Centre set-up
   e. Setting up and operationalizing IVRS
   f. IT set-up and internet charges
   g. MIS report generation

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2.2 Services Delivered

The agency shall provide the following services through the call Centre:

a. Attend to the complaints and grievances of the citizens with respect to eKhata that citizens have filed with the BBMP.
b. Attend to complaints of corruption or bribe seeking by anyone for the citizen eKhata services. In this the citizen may submit recorded voice messages of demands for bribe or undue favors and the Call Centre to escalate the same to BBMP for further action on the same.
c. For point no (a) and (b) the Call Centre shall call the concerned field officer and coordinate to have the service/grievance/complaint addressed. Additionally, the same shall be informed to the BBMP for record and necessary action.
d. Guide citizens about the eKhata services offered by the BBMP.
e. Guide citizens about the various touch points of the BBMP to avail a service i.e. modalities or procedures, documents to be enclosed to avail eKhata services.
f. Guide citizens about the status of their eKhata application.
g. The final point of action on any service request or complaint or grievance shall be for Call Center to contact the citizen and take his or her feedback on the disposal of the ticket and log it in the BBMP's CRM system or agency's own CRM.
h. Call Centre agency shall submit monthly MIS report, also as and when required in prescribed format

(i) Grievances handling- making necessary out-bound calls

(ii) When a grievance is taken the call centre executive will have to identify the designated officer concerned.

(iii) Communicate the information to the designated officer concerned with the resolution time.

(iv) Follow up with the designated officer on completion of duties.

(v) Intimate the citizen.

(vi) Information/escalation of calls to BBMP Offices for efficient handling of grievances.

2.3 The eKhata Complaint Registration System

The Complaint Scheduling CRM (Customer Relationship Management) of the BBMP will be used. In case BBMP so decides then the CRM of the agency may be used. The BBMP will decide in this regard.

2.4 Reporting requirements to be given in hard and softcopy

The weekly, monthly and yearly MIS reports shall include all the following but not limited to:

- Report on types of calls handled, call pending, average duration of calls, min. & max duration of calls, number of instances the operator found busy, calls abandoned due to breakdown, Section/Unit wise reports, district wise and service wise reports.
- Calls per week, month, year or other period as per the BBMP requirements
- Numeric and graphical representation of call volume Section/Unit wise, call type wise
- Calls for each interaction tracked by type (calls for information on specific service, calls for specific enquiries)
- Number of dropped calls after answering, including:
    - Calls that ended while on hold, indicating that the caller hung-up;
    - Voice recording of all incoming and outgoing calls
- A Citizen Feedback report to be submitted to BBMP on monthly basis gauging the satisfaction level of Citizens who have availed services from the BBMP.
- Every month Call Centre would provide individual invoice specific to BBMP, along with a consolidated bill.

2.5 Personnel Requirements

The calls shall be received by highly trained executives politely with a welcome message. Qualification of the Call Centre Personnel should not be less than PUC or equivalent but also proficient in both English and Kannada

Call Centre executives with good command over English & Kannada is a must and other south Indian Languages known shall be given preference.

Age group (21 to 35years)

2.6 Other Requirements

The system shall be reliable, responsive and sensitive to the customer queries resulting in increased customer satisfaction by giving consumers a definite and assured response to their queries

The Call Centre shall be a system that centrally records, tracks and analyses the queries received.

It is very much essential to maintain utmost politeness while communicating with the callers

3 Pre-Qualification Requirements

#	Parameter	Pre-qualification description	Document required
1.	**Legal Entity**	The Bidder should be a Private Limited. And should have been operating for the last three years in India as on the date of publishing of RFP notice (including name change / impact of mergers or acquisitions).	• Copy of Certificate of Incorporation • Copy of Registration Certificates and Company PAN card and GST details
2.	**Registration under OSP category with the DoT, Govt. of India**	Bidder must be registered with DoT, GoI	Copy of the registration certificate issued by DoT, GoI
3.	**Turnover**	Bidder should have a minimum average turnover of Rs. 10 Crores per year (Rupees Ten Crores) from Indian BPO operation business in the preceding three Financial years (2021-22, 2022-23 & 2023-24 or later)	Extract of audited financial statements for the last 3 financial years along with a certificate from the Chartered Accountant as per Form 3
4.	**Net Worth**	The Bidder should have positive Net Worth for last three financial years	Extract of audited financial statements for the last 3 financial years along with a certificate from the Chartered Accountant as per Form 3
5.	**Number of seats**	The Bidder must be currently operating 300 or more seats for call center operations in Bangalore at the bidders location on the date of bid submission.	Certificate as per Form 8 in the RFP on company's letter head duly signed by company secretary. This will be
6.	**Servicing clients**	The Bidder must have experience of managing at least 2 assignments of 30 call center seats each for an Indian client in last 3 years. And must be managing at least one Call Centre of not less than 30 seats at present.	Project Citation (as per format in RFP) + Work Order/Purchase Order/ Client Certificate
7.	**Blacklisting**	Bidder should not have been blacklisted by Govt. of India/ Govt. of Karnataka /Any Govt/Govt Agency on the date of bid submission and as on the date of technical evaluation of the bids.	Certificate as per format in the RFP on company's letter head duly signed by company secretary.
8.	**Local Office and Manpower**	The bidder should be in Call Centre Business and have on its rolls in Bangalore, Karnataka at least 150 employees.	Undertaking by the authorized signatory as per Form 9
9.	**Certifications**	The bidder should have ISO 9001, ISO 27001 certifications.	Certifications to be enclosed
10.	**Government projects.**	The bidder should have experience of handling atleast 3state government (Karnataka) projects and one Government projects should be with minimum of 20 seats in the last 3 years and at present should be handling at least one Call Centre at present for any Government or a Government Agency.	Workorder and satisfactory letters to be enclosed.

4. Technical-Qualification Requirements

- The bidder should have last 3 years financial statements ie 2021-22, 2022-23 and 2023-24, same to be enclosed (2023-24 Year financial statement, if available, is also acceptable)
- The Bidder should have had an average annual turnover of at least Rs. 10 crore over the last 3 financial years from Call Centre Operations (documentary evidence: audited financial statements or a certificate from Chartered Accountant).
- The bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
- The bidder should not be blacklisted/terminated by any Government organization/ agency for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices
- The bidder should undertake to have the Call Centre completely functional in 7 days' time (a separate undertaking on the same to be provided by the authorized signatory)
- The bidder should have an office in India with manpower of at least 300 permanent staff (certificate from authorized signatory or the human resource manager)
- The bidder should undertake to have the Call Centre completely functional in 7 days' time (a separate undertaking on the same to be provided by the authorized signatory)
- The bidder should undertake to setup the required office terminals, software and hardware etc., required for the functioning of the Call Centre and shall run the Call Centre services with customized CRM and IVRS (an undertaking on the same to be provided by the authorized signatory). If and when BBMP gives its own CRM and other software and ask the same to be used then the Bid Winner shall use the same as per details given by BBMP.

5 Service Level Requirements

The SLAs (Service Level Agreements) are classified into two categories:

a) Project Start-up SLAs and
b) Operational SLAs

The project start-up SLAs will apply until the call centre becomes operational. The operational SLA's specify the service levels to be adhered to by the call centre post the Go-live of operations.

5.1 Project Start-up SLAs

Requirement: The following activities shall be completed and the call centre shall Go-live with T + 7 calendar days, wherein "T" refers to the date of issuance of Letter of Intent:

- Recruitment and training of Manpower
- Setting up of Workstation and Office Infrastructure with hunting lines.
- Setting up of Interactive Voice Response System (IVRS)
- Rollout of the CRM for Testing and Mock Calls
- Go-live & start of call centre operations

Penalty

A penalty of Rs. 5,000 per day will be applied for each day of delay. BBMP reserves the right to confiscate the full Bank Guarantee amount and terminate the contract when the delay is in excess of 7 calendar days.

5.2 Operational SLAs

5.2.1 Availability of help line From Monday to Saturday (9 AM to 6PM)

Baseline Performance Requirement

Help line shall be available for 99% of the time; no penalties are applicable when baseline requirements are met. 99% availability shall be calculated on a weekly basis. 9AM to 6 PM = 8 hours per day. Means 8x7 = 56 hours per week. 99% availability means minimum availability of 55 hours in a week. Provided that in case numbers of hours of per-day operation are increased then the calculation of 99% Availability shall be based on those prescribed hours.

Lower performance

In case availability is between 95 – 99%, 5% of monthly service charges due to the call centre service provider will be deducted as penalty

Breach

Availability is less than 95%, in which case 10% of monthly service charges due to the call centre service provider will be deducted as penalty

Provided in case the availability is less than 10% cumulatively for 6 weeks in 3 months or for 4 weeks in a row, the BBMP shall have the right to cancel the contract and forfeit the Performance Bank Guarantee.

Basis for measurement

Server logs

5.2.2 Percentage of calls on which caller was put on hold

Baseline Performance Requirement

< 10% of calls; no penalties are applicable when baseline requirements are met.

Lower Performance

10% to 30% of calls are put on hold, in which case 5% of monthly service charges due to the call centre service provider will be deducted as penalty

Breach

> 30% of calls, in which case 7% of monthly service charges due to the call centre service provider will be deducted as penalty

Provided these baseline requirement can be varied after mutual discussion by the BBMP

Basis for measurement

System logs

5.2.3 Sample calculation

Assuming that the service provider is in "Breach" of all the operational SLA's, the penalties applicable will be calculated as follows:

a) 5% of monthly service charges will be deducted on account of the SLA "Non-Availability of Help Line during prescribed working hours"
b) 5% of monthly service charges will be deducted on account of the SLA "Average call time"
c) 7% of monthly service charges will be deducted on account of the SLA "Percentage of calls on which caller was put on hold"

Thus, a total of 22% of monthly service charges due to the call centre service provider will be deducted.

6 Bidding Process

a) This invitation for bids is open total Indian firms who fulfill prequalification criteria as specified in the various sub sections of this RFP.

b) One company can submit only one bid, and a single company submitting more than one bid shall be disqualified and liable to be black-listed by the BBMP.

c) Invited Bidders are advised to study this Tender document carefully. Submission of Bid for the Project shall be deemed to have been done after careful study and examination of this document with full understanding of its implications

d) Bids shall be submitted in e-Procurement platform only (http://eproc.karnataka.gov.in) as per the bid submission timelines specified in the e-Procurement platform

6.1 Procedure for Submission of Bids

6.1.1Tender Processing Fees and Download of Tender Document

Bidder can download the tender document ((https://kppp.karnataka.gov.in) until the due-date and time for bid submission. Bidder shall pay the tender processing fees prescribed in the e-Procurement portal to participate in this tender. The tender processing fees has to be paid through any of the four e-payment options in the portal:

- Credit Card
- Direct Debit
- Net Banking
- National Electronic Funds Transfer (NEFT)
- Over the Counter (OTC) – designated ICICI bank branches located across the country

Please note that payments submitted through cheque or demand draft shall not be accepted. Further details regarding -Payment, please refer to e-Procurement portal at the above-mentioned website or call e-procurement helpline +91 80 46010000, +91 8068948777

Note: It will be in the interest of the bidders to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the tender documents.

6.1.2 Modes of Submission

All interested bidders shall pay the Tender Processing fee as mentioned in e-Procurement portal through any of the online payment modes. Bidders shall submit their Pre-qualification, Technical and Commercial RFP responses electronically using the unified e-Procurement platform. The e-Proc portal is available at: https://kppp.karnataka.gov.in

Companies shall submit the tenders only through the unified e-Procurement system before the scheduled date and time for bid submission. Tenders submitted after the due date and time shall not be considered and BBMP will not be liable or responsible for any delays due to unavailability of the portal and the internet link.

All the bid documents shall be filled by the bidder and submitted along with other bid documents. Incomplete and incorrect documents may be subject to rejection of the bid.

6.1.3 Bid Security or Earnest Money Deposit (EMD)

The bidder shall submit EMD of Rs 3 Lakh (Rupees Three Lakh Only) in eProcurement Portal as per eGov Dept policy in this regard. All bids which fail to submit the requisite EMD shall stand technically disqualified in technical qualification. The e-Proc portal is available at : https://kppp.karnataka.gov.in

6.2 Authentication of Bid

The response bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

6.3 Validation of interlineations in Bid

The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

6.4 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation for the purposes of clarification of the bid, if so desired by the BBMP. The BBMP will in no case be responsible or liable for those costs, regardless of the outcome of the Tendering process.

6.5 Clarification on Tender Document

The Bidder can get clarification on any doubts during Pre-Bid meeting on a scheduled date.

6.6 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the BBMP, shall be written in English language. Any printed literature furnished by the Bidder maybe written in another languages as long as the same is accompanied by a duly attested English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

This bid should be filed in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

6.7 Amendment of Tender

a) At any time prior to the last date for receipt of Bids, BBMP, may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender by issuing an addendum/corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender.

b) The addendum/corrigendum will be uploaded on the eproc.karnataka.gov.in website. The Bidders are requested to visit the website frequently to check for any amendments.

c) BBMP may at any time during the Tendering process but before opening the technical bid request the Bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.

6.8 Bid Validity Period

6.8.2 Period of Validity of Bids

Bids shall remain valid for 90 days after the date of opening of Technical Bids prescribed by the BBMP. A bid valid for a shorter period may be rejected as non-responsive. However, the prices finalized after opening the tenders shall not increase throughout the period of implementation and operation.

6.8.3 Extension of Period of Validity

In exceptional circumstances, the BBMP may request the Bidder(s) for an extension of the period of validity. The request and the responses there to shall be made in writing. Modification and Withdrawal of Bids

6.8.4 Written Notice

The Bidder may modify or withdraw its bid after the bid's submission, provided the bidder does withdraw the bid in e-Procurement system before the due date for bid submission.

6.8.5 Signing and Marking of Notice

The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions said earlier. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of bids.

6.8.6 Last Date for Notice

No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered. No bid may be withdrawn in the interval between the last

date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Consortium Bids

The Bidder is NOT allowed to form Consortium of any nature whatsoever to perform the Services as specified under this RFP.

6.9 Contacting the BBMP

6.9.2 Contact by Writing

No bidder shall contact the BBMP on any matter relating to its bid, from the time of bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the BBMP, it should be done in writing.

6.9.3 Rejection of Bid

Any effort by a Bidder to influence the BBMP in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

6.10 BBMP's Right to Vary Scope of Contract at the time of Award

- The BBMP may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.
- If any such change causes an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the BBMP's changed order.

6.11 BBMP's Right to Accept Any Bid and to reject any or All Bids

- The BBMP reserves the right to accept any bid and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the BBMP's action.
- The BBMP reserves the right to negotiate the commercials with the selected Bidder and seek revised commercial bid.

6.12 Notification of Award

6.12.2 Notification to Bidder

Before the expiry of the period of validity of the proposal, the BBMP shall notify the successful Bidder in writing by registered letter or by fax, that its bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of award and shall send his acceptance to enter into agreement within seven (7) days of receiving the notification.

6.12.3 Signing of Contract

The notification of the award shall constitute signing of the agreement. The signing of agreement will amount to award of contract and bidder will initiate the execution of the work as specified in the agreement. At the same time as the BBMP notifies the successful Bidder that its bid has been accepted, the BBMP will send the Bidders the Proforma for Contract, incorporating all agreements between the parties. Within 3 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the BBMP.

6.12.4 Discharge of Bid Security (EMD)

Upon the declaration of the bid winner, BBMP shall promptly request the Bid Winner to provide Performance Bank Guarantee, which shall be submitted within 14 days of the notification of the award. On receipt of the Performance Bank Guarantee, the bid security of all technically qualified bidders will be released. Provided that the Bid Security of bidders found technically rejected will be refunded immediately upon technical rejection of the bid. The Performance Bank Guarantee to be submitted by the Bid winner shall be 5% of the Annual Bid Value of the Contract as per rates quoted by the bid winner.

6.12.5 Expenses for the Contract

The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

6.13 Failure to abide by the Agreement

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the BBMP with such penalties as specified in the Bidding document and the Agreement.

6.14 Bank Guarantee for Contract Performance

- Within a 14-days of receipt of notification of award from the BBMP, the successful Bidder shall furnish the performance guarantee at the rate of 3% of the bid amount, in the Contract Performance Guarantee Bond provided in the Annexure to this RFP.

6.15 Rejection Criteria

Apart from failing to technically qualify in the bid as per Pre-Qualification Requirements cited in this RFP, bids may be rejected under following circumstances:

6.15.2 Pre-Qualification cum Technical Rejection Criteria

6.15.2.1 If the information provided by the Bidder is found to be incorrect / misleading at any stage/time during the Tendering Process.

6.15.2.2 Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.

6.15.2.3 Bids without signature of person (s) duly authorized on required pages of the bid

6.15.2.4 Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

6.15.2.5 Failure to furnish proofs for information provided.

6.15.2.6 Technical Bid containing commercial details. Bidders shall ensure that commercial documents are scanned and uploaded in the slots specified in e-Procurement platform.

6.15.2.7 Revelation of Prices in any form or by any reason before opening the Commercial Bid.

6.15.2.8 Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.

6.15.2.9 Failure to furnish proofs for information provided

6.15.2.10 Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.

6.15.2.11 Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Documents.

6.15.2.12 The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.

6.15.2.13 If the bid does not conform to the timelines indicated in the bid.

6.15.3 Commercial Rejection Criteria

6.15.3.1 Incomplete Price Bid

6.15.3.2 Price Bids that do not conform to the Tender's price bid format and are unclear or ambiguous.

6.15.3.3 Total price quoted by the Bidder does not include all statutory taxes and levies applicable.

6.16 Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under GST Act and other applicable laws, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, GST etc. The BBMP will not take any responsibility towards this.

6.17 Liquidated Damages

Subject to clause for Force Majeure if the bidder fails to complete the assignment in compliance to the RFP) before the scheduled completion date or the extended date or if agency repudiates the Contract before completion of the Work, the BBMP at its discretion may without prejudice to any other right or remedy available to the BBMP the Contract, forfeit the entire performance bank guarantee submitted by the agency, apart from blacklisting of the agency for further participation in any of the tenders of the BBMP.

Any such recovery or liquidated damages shall not in any way relieve the agency from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

6.18 Termination of Contract

Agency shall adhere to all the requirements of RFP and shall comply with the Non-Disclosure Agreement (NDA) to ensure data privacy. Any violations / non-compliance of any of the contract conditions will entail termination of the contract without prejudice to the rights of the BBMP with such penalties as specified in the RFP and the Agreement. Upon such termination, BBMP will have the right to forfeit the entire performance bank guarantee submitted by the agency, further BBMP reserves the right to blacklist the agency for further participation in any of the tenders of the BBMP.

Upon termination, BBMP will have the right to put in place any other agency for carrying out the remaining enrolment work.

Where a change of management of the Agency has occurred whereby the Agency company has merged, amalgamated or been taken over, due to which the majority shareholding of the Agency has been transferred to another entity, and in case requirements for the Agency set out in the RFP are not complied with, the BBMP can by a 30 (Thirty) days written notice, terminate this Agreement and such notice shall become effective at the end of the notice period.

BBMP reserves the right to terminate the contract citing no reasons whatsoever upon issuance of one month’s notice.

6.19 Force Majeure

a) Neither Party to this Agreement or to the SLA shall be liable to the other for any loss or damage which may be suffered by the other party directly to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.

b) The Party seeking to rely on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure.

   a. In the event the Force Majeure substantially prevents, hinders or delays the Agency's performance of Services necessary for project's implementation or the operation of Project's critical business functions for a period in excess of 3 days, the BBMP may declare that an emergency exists. However, when the situation arising out of force Majeure comes to an end in the assessment of BBMP, the Agency shall resume normal activities under this agreement immediately. If BBMP considers it necessary, may grant an extension of time to the Agency for resuming normal activities under this agreement. If the Agency does not resume normal activities immediately or within the extended period, if any, granted by the BBMP, the BBMP will have the option to invoke the Performance Guarantee, levy liquidated damages, obtain substitute performance from an alternate supplier at the cost of Agency and/or terminate this Agreement.

   b. Notwithstanding the terms of this Article, the failure on the part of the Agency terms under the RFP to implement any disaster contingency planning, insurance coverage and back-up and other data safeguards in accordance with the terms of the RFP or this Agreement against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

7 Evaluation of Technical and Commercial Proposal

7.1 Opening of Pre-Qualification and Technical Bids

The Tender Scrutiny Committee of the BBMP will do technical evaluation of the bids. The committee would evaluate both Pre-qualification cum Technical bids based on the details provided in the RFP and the committee may seek the bidders to make a technical presentation on a specified date and time. Decision of the committee would be final and binding upon all the Bidders. The commercial proposal of those bidders found pre-qualified and technically qualified will be opened.

7.2 Financial Evaluation

The Commercial Bids of only the technically qualified bidders will be opened for evaluation. The bidder will be decided based on L1 criteria. L1 will be calculated as per the explanation given in the commercial bid format. The bid with the lowest total price (i.e. the all-inclusive price) will be awarded the contract.

S.N	Description
1	Bidder has to quote price of per resource person per month including the applicable taxes for daily shift as given below (9AM to 6PM) From Monday to Saturday
Remarks: a) No other payment besides the above will be made to the service provider b) Applicable taxes may vary as per Government Rules and Regulations	

8 Award of Contract and its Execution

a. Lowest quoted rates in the financial bid and the conformity to the requirements specified in the RFP shall be the basis for awarding the contract.
b. BBMP reserves the right to negotiate with the successful bidder.
c. The Agency is bound to submit any clarification/additional documents that BBMP may request and same should be furnished within the specified timelines. The cost incurred by the bidders towards application/clarifications or discussions/conference shall be borne by the bidders and BBMP in no case will be responsible or liable for such costs irrespective of the outcome of the process.
d. The appointed Agency shall provide the detailed profile of the manpower (along with the certificates/testimonials) that would be deployed in BBMP, as per this RFP, within 7-days from the date of issue of LOI. The manpower whose profiles are found to be in deviation from the requirement described in this RFP will stand summarily rejected.
e. The successful firm/organization shall not further outsource the assignment to other individual/firms/organizations and if found so, the contract shall be deemed to be cancelled and this shall also lead to blacklisting of the Agency.
f. **Confidentiality:** The Agency and the manpower hired shall not at any time, communicate to any person or entity any confidential information acquired in the course of providing the services and thereafter except when specifically, so directed by BBMP. The selected call Centre agency shall sign NDA (Non- Disclosure Agreement) with BBMP.

9 Payment Terms

a) Bills for providing call Centre services shall be submitted by the Agency/Agencies by the 5th day of subsequent month

b) 75% of the bill amount (for the previous month) will be paid to the call Centre agency by the 15th day of the month. The remaining 25% will be paid by end of the month, subject to implementation of SLA's.

c) Payments shall be subject to deductions of any amount for which the Agency is liable under the agreement against this contract.

d) Payments shall be inclusive of all taxes as applicable

e) Should there be a requirement for extension of services of call Centre; payments shall be made as per the terms and conditions of the initial contract.

10 Liability Clause

Liability arising out of any legal conditions shall survive the term of the contract

11 Contract Validity

The contract period or validity will be for a period of 1 year as per this RFP. In case the service is satisfactory, BBMP reserves right to extend it to one more year on the same price and terms and conditions. However, BBMP reserves the right to terminate the contract at any-time as per this RFP.

12 Arbitration Clause

The Parties shall use their best efforts to settle amicably disputes, if any, arising out of or in connection with this Contract or the interpretation thereof.

If any dispute arises between BBMP and the Service Provider in connection with or arising out of execution of the Project either party may in the first instance refer a dispute to the Additional Chief Secretary, Urban Development Department, who shall give a decision in writing within 30 days of reference of dispute. Either party may refer a written decision of the Additional Chief Secretary, Urban Development Department to arbitration in accordance with the Rules of Arbitration and the award made in pursuance thereof shall be binding on both the parties. If neither party refers the disputes to arbitration within 30 days of the date of such decision of Additional Chief Secretary, Urban Development Department will be final and binding.

13 ANNEXURES

13.1 Format 1 – Bid Letter

To

Chief Commissioner, BBMP

Corporation Circle

Bengaluru -560002

Sir,

Subject: Provision of Call Centre services for eKhata to BBMP

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect to the "Provision of Call Center for eKhata Services for BBMP,", do hereby propose to provide our services as specified in Tender.

1) Technical Response

We confirm having submitted the information as required by you in your Request for Proposal document. This is enclosed in Section -- to Section -- of our technical bid. In case you require any other further information/documentary proof in this regard for evaluation of our bid, we agree to furnish the same in time to your satisfaction.

2) Deviations

We declare that all the services shall be performed strictly in accordance with the bid documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary any-where else in our bid:

- Statement of Deviations on technical, commercial and terms and conditions.

Further, we agree that additional conditions, if any, found in the bid documents, other than those stated in deviation schedule, shall not be given effect to.

3) Performance Bank Guarantee

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee in the form prescribed in the RFP.

4) Validity of this Bid

We agree to abide by this tender response for a period of 90 days from the date of submission of the bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and BBMP.

We undertake, if our proposal is accepted, to adhere to the implementation plan for the Proposed System at BBMP put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and BBMP or its appointed representatives.
We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive.
It is hereby confirmed that I/We are entitled to act on behalf of our company/corporation/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory)

Name :

Designation :

Seal :

Date :

Place :

Business Address:

13.2 Format 2 - General Information about the Bidder

Details of the Bidder (Company)						
1.	Name of the bidder					
2.	Address of the Bidder					
3.	Status of the Company (Public Ltd/ Pvt. Ltd)					
4.	Details of Incorporation of the Company	Date:				
		Ref. #				
5.	Details of Commencement of Business	Date:				
		Ref. #				
6.	Valid Sales tax Number (TIN)					
7.	Valid Service tax registration Number					
8.	Permanent Account Number (PAN)					
9.	Tax Deduction Account Number (TAN)					
10.	GST Number					
11.	Name & Designation of the contact person to whom all references shall be made regarding this tender					
12.	Telephone No. (with STD Code)/Mobile Number					
13.	E-Mail of the contact person:					
14.	Fax No. (with STD Code)					
15.	Website					
16.	Details of Government Call Centres of G2C(Government to Citizen) type and other private call centre related projects handled in last 3 years (Work orders should be scanned and uploaded). Plus proof of presently operating number of seats as per RFP in this regard.					
17.	Financial Details (as per audited Balance Sheets) (in Cr)					
18.	Year	2019-20	2020-21	2021-22	2022-23	2023-24 (as available/ provisional)

Details of the Bidder (Company)						
19.	Net Worth					
20.	Turn Over					
21.	PAT					

Signature of the Authorized signatory)

Name :

Designation :

Seal :

Date :

Place :

Business Address:

13.3Format 3 – Declaration of Acceptance of Terms and Conditions in RFP

To,

Chief Commissioner, BBMP

Corporation Circle

Bengaluru -560002

Sir,

Subject: Provision of Call Centre services for eKhata to BBMP

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

I have carefully gone through the Terms &Conditions contained in the RFP document [No. ……..] regarding "Provision of Call Center Services for eKhata in the BBMP, Government of Karnataka",

I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

13.4 Format 4: Undertaking on Being Not Black-Listed

This is to certify that <<COMPANYNAME>> is not blacklisted by the Government of Karnataka or any of its agencies for any reasons whatsoever and the bidder should not be blacklisted by Central / any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices as on the 30.12.2024. I further understand that the disqualification in this regard will be attracted in case of such a blacklisting is there as on the date of technical evaluation of this bid.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date

Place

13.5 Format 5: Undertaking on Office Premises & Resources

This is to certify that<<COMPANYNAME>>has an office in the Bengaluru and----------number of employees work in this office. Relevant address proof is enclosed.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date

Place

13.6 Format 6: Commercial Bid form

PRICE BID SHALL BE ONLY FILLED IN eProcurement Portal

Price Bid Format – ONLY TO AID FILLING UP IN eProcurement Portal @
https://kppp.karnataka.gov.in

DO NOT SEPARATELY UPLOAD AS SCAN IN THE TENDER

Item	Unit	Cost (in Rupees) Inclusive of all taxes and duties
Call Centre for BBMP eKhata	Cost Per Seat per month (6-days a week for daily 9 Hour Shift)	

1. Enter in eProcurement Portal the cost per seat per month (6-days a week & daily 9-hour shift)
2. The cost shall be inclusive of all the taxes and duties.

13.7 Format 7: Performance Bank Guarantee from a Scheduled Bank

FOR PERFORMANCE GUARANTEE

Ref .No. Bank Guarantee No

Dated

To,

Chief Commissioner

BBMP

Hudson Circle

Bengaluru-560 002

1. Against contract vide Advance Acceptance of the Tender covering "Tender for ……..." (hereinafter called the said 'contract') entered into between the BBMP, (hereinafter called the Purchaser) and_____(hereinafter called the Bidder) this is to certify that at the request of the Bidder we___Bank Ltd., are holding in trust in favour of the Purchaser, the amount of 3% of the bid value to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

2. We_____Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respect so the said contract by the Bidder i.e. till_____hereinafter called the said date and that if any claim accrues or arises against us_____Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given

to us_____Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from thePurchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____Bank Ltd, undertaken to revoke this guarantee during its validity without the consent in writing of the Purchaser.

4. We undertake to pay to the Purchaser any money so demanded not withstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Bidder shall have no claim against us for making suchpayment.

6. We_____Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contractor to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebearer enforce any of the terms and conditions relating to the said contract and we, _____Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

WITNESS No.1 Authorised Bank Representative

---------- ----------

(Signature) (Signature)

Full name and official Full name, designation and

Address (in legible letters)

address (in legible letters) with Bank stamp

WITNESS NO. 2

(Signature)

Full name and official

Address (in legible letters)

Attorney as per power of Attorney No.....

Dated…….

13.8 Format 8: Undertaking on litigation (S)

This is to certify that << COMPANY NAME >> is not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date:

Place:

13.9 Annexure

EMD Declaration

I, hereby submit a declaration that the tender submitted by the undersigned, on behalf of the tenderer. ..... (Name of the Tenderer), shall not be withdrawn or modified during the period of validity or extended period of validity.

I, on behalf of the tenderer. ..... (Name of the Tenderer), also accept the fact that in case the tender is withdrawn or modified during the period of its validity/extended validity period or if we fail to sign the contract in case the contract is awarded to us or we fail to submit a Performance Bank Guarantee and Additional Performance Security, if any, before the deadline fixed in the Tender Document, then.....(name of the tenderer) will be debarred for participation in the tendering process for the Procurements of this Procurement Entity for a period of one year from the date of default and the EMD shall stand forfeited.

(Signature of the Authorised Signatory,
Official Seal)